

AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_ 2004, by and between the City of Lincoln, hereinafter referred to as "the City", and the County of Lancaster, Nebraska, hereinafter referred to as "the County."

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 et seq. (Reissue 1997), permits units of local government in the State of Nebraska to cooperate with other localities on a basis of mutual advantage and thereby provide services in a manner that will best serve local communities; and

WHEREAS, Lancaster County and the City of Lincoln are responsible for providing road improvement and maintenance to the streets and roads located within their respective jurisdictions; and

WHEREAS, the County and the City agree that it is mutually beneficial for the widening and reconstruction of South 40th Street and Yankee Hill Road which is more particularly described as South 40th Street from Yankee Hill Road to a point 912 feet south of Yankee Hill Road, and Yankee Hill Road from South 40th Street to a point 911 feet east of South 40th Street; and

WHEREAS, a portion of the proposed construction is located within the County and the City seeks the approval of the County to proceed with construction.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed between the parties as follows:

1) Length. The length of this Agreement shall be from the date of execution until the completion of the above described paving project, estimated to be the Summer of 2005. The

City's responsibility for maintenance of the new section of South 40th Street and Yankee Hill Road shall survive termination of this Agreement or the expiration of the Agreement.

2) Purpose. The purpose of this agreement is to provide for the widening and reconstruction of the South 40th Street and Yankee Hill Road, and the establishment of maintenance responsibilities thereafter.

3) Responsibilities.

The County will have the following duties and responsibilities:

- A. The County shall give permission to the City for the widening and reconstruction work diagramed in Attachment "A", which is attached hereto and incorporated by this reference.
- B. The County relinquishes control to the City of Lincoln and its contractors, during the period of construction, the design and construction of barricades in the area of construction. This shall include placement of construction equipment and any obstacles which are created as a result of the construction project.

The City will have the following responsibilities:

- A. The City shall be responsible for the cost of widening and reconstruction which is described herein and diagramed in Attachment "A".
- B. The City is responsible for ensuring that the paving and construction work is completed as described herein and diagramed in Attachment "A".

C. The City shall be responsible for all maintenance of what is diagramed in Attachment "A" as the new section of South 40th Street and Yankee Hill Road. This responsibility shall survive the termination of the Agreement or expiration of the Agreement.

4) Compensation. The County gives the City permission for the widening and reconstruction work described herein. The City shall be responsible for all of the cost of the widening and reconstruction work described herein. The City shall also be responsible for maintenance of the new section of South 40th Street and Yankee Hill Road.

5) Independent Contractor. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of the City shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the City.

6) Construction Area Control. To the extent permitted by law, the County relinquishes control to the City of Lincoln and its contractors during the period of construction, the design, construction and placement of barricades in the area of construction. This shall include placement of construction equipment and any obstacles which are created as a result of the construction project. To the extent permitted by law, the City expressly accepts control of the construction area which control shall include but not be limited to barricades, road crossing, construction equipment, and obstacles created by construction during construction.

7) Assignment. Neither the County nor the City shall assign its duties and responsibilities under this Agreement without the express written permission of the other party to this Agreement. It is expressly understood and agreed to by the parties that the City may subcontract the paving and construction services outlined herein.

8) Hold Harmless. Each party agrees to indemnify and hold harmless to the fullest extent allowed by law, the other party from and against any and all claims, damages, losses, and expenses (including court ordered attorney's fees) arising out of or resulting from its acts and the acts of its agents and employees in performance of this Agreement. Further, each party shall maintain a policy or policies of insurance sufficient in coverage and amount to pay any judgments or related expenses resulting from or in conjunction with any such claims. Each party agrees that it will be responsible for its own acts and omissions and the results of its own acts and omissions, and shall not be responsible for the acts or omissions of the other party. The parties agree to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts or omissions related to the Agreement. Liability includes any claims, damages, losses, civil rights liability and expenses (including court ordered attorney's fees) arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, sickness, disease, property, including any resulting loss of use.

9) Subcontractors. The City agrees to require any contractors or subcontractors providing services under this Agreement, to Indemnify and Hold the County Harmless to the same extent and as provided in Section 8 of this Agreement.

10) Severability. If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

11) Equal Employment Opportunity. In connection with the carrying out of the activities provided herein, neither the County nor the City shall discriminate against a bidder because of race, color, religion, sex, disability, national origin, age, marital status or receipt of public assistance.

12) Termination. This Agreement may be terminated at any time by either party giving sixty (60) days written notice.

13) The City further agrees that it shall require its contractors or subcontractors providing services under this Agreement, to agree to the following clause by including it in its subcontractor agreements:

Independent Contractor. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship, and the contractor, or any employees or other persons acting on behalf of the contractor in the performance of this Agreement, shall be deemed to be independent contractor(s) during the entire term of this Agreement or any renewals thereof. It is agreed between the parties that the designated staff shall at all times continue to be employees of the contractor for the duration of the Agreement. The contractor shall be responsible for all salary and benefits payable under this Agreement and the contractor's employees shall not be entitled to any salary from the County or to any benefits made to City or County Employees, including but not limited to, overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. The contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance and any applicable malpractice insurance coverage for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to the employee's compensation.

14) The City shall require any contractors or subcontractors providing services under this Agreement to agree to the following clause by including it in its subcontract agreements:

Insurance: Workers' Compensation Insurance

Contractor shall purchase and maintain during the term of this Agreement

Workers Compensation Insurance fully insuring its employees as required by law. Said insurance shall be obtained from an insurance company which is authorized to do business in the State of Nebraska.

General Liability Insurance

Contractor shall purchase and maintain during the term of this Agreement General Liability Insurance naming and protecting them and the City and County against claims for damages resulting from (1) bodily injury including wrongful death, (2) personal injury liability and (3) property damage which may arise from operations under this Agreement whether such operations be by the contractor or anyone directly or indirectly employed by them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

Bodily Injury/Property Damage	\$1,000,000 each occurrence \$2,000,000 aggregate
Personal Injury Damage	\$1,000,000 each occurrence
Automotive Liability	\$1,000,000 combined single limit

The contractor shall not commence work under this Agreement until it has obtained all insurance required under this section and has provided the City and County with a Certificate of Insurance showing the specific limits of insurance required by this section and showing the City of Lincoln and Lancaster County as additional insureds. Such certificate shall specifically state the insurance policies are to be endorsed to require the insurer to provide the City of Lincoln and Lancaster County thirty days notice of cancellation, non-renewal or any material reduction of insurance coverage.

15) This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and merges all prior discussions between them. It shall not be modified

except by written agreement dated subsequent to the date of this Agreement and signed by all parties.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

Approved as to form:

County of Lancaster

This \_\_\_\_\_ day of \_\_\_\_\_, 2004

\_\_\_\_\_  
Deputy County Attorney  
for Gary E. Lacey, County Attorney

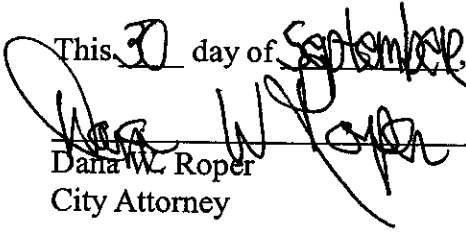
\_\_\_\_\_  
Chairman  
Lancaster County Board of Commissioners

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

Approved as to form:

City of Lincoln, Nebraska

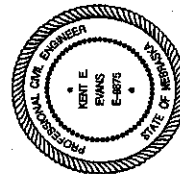
This 30 day of September, 2004

  
\_\_\_\_\_  
Dana W. Roper  
City Attorney

\_\_\_\_\_  
Coleen J. Seng, Mayor

117-9

PROJECT NO.	117-9
DATE	11/11/11
BY	11/11/11
CITY OF LANSING	11/11/11
11/11/11	11/11/11



ATTACHMENT "A"

